NATHAN J. HOCHMAN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

57 September 29, 2026

EDWARD YEN
EXECUTIVE OFFICER

September 29, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ACCEPT FUNDING FROM THE CALIFORNIA VICTIM COMPENSATION BOARD FOR THE CRIMINAL RESTITUTION COMPACT FOR FISCAL YEARS 2026-27, 2027-28, AND 2028-29 ALL DISTRICTS (3 VOTES)

SUBJECT

This Board Letter requests authority for the Los Angeles County District Attorney's Office (LADA) to enter into an agreement with the State of California, acting through its California Victim Compensation Board (CalVCB), for participation in the Criminal Restitution Compact (CRC), and to accept funding in the amount of $1,260,006 for the period from July 1, 2026, through June 30, 2029.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt and affix a wet, stamp, or electronic signature to the attached Resolution authorizing LADA to enter into an agreement with CalVCB, and to accept the CRC funding in the amount of $1,260,006 for the period from July 1, 2026, through June 30, 2029.

2. Delegate authority to the District Attorney (DA), or designee, to serve as Project Director for the CRC program. This delegation further includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to the agreement that have no net County cost impact, and to terminate agreements for convenience when it is in the best interest of Los Angeles County; and to continue to apply, submit, execute, and/or renew all required compact documents, including assurances, certifications, and agreements, when and if such future and similar funding opportunities become available and subject to County Counsel approval as to form.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The operative Agreement, attached hereto, authorizes LADA to seek the imposition of restitution orders for criminal offenders at the time of sentencing in all cases deemed appropriate, in accordance with governing statutes and the specifications outlined in the Agreement. LADA is further empowered to assist crime victims in identifying unreimbursed losses for inclusion in restitution orders and to facilitate the recovery of funds from defendants, including amounts previously disbursed to victims by CalVCB for medical and burial expenses, as provided under Government Code § 13950 et seq.

As part of the Agreement, the State requires the adoption of the enclosed Resolution, which has been approved as to form by County Counsel.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges affecting our most vulnerable communities and populations—one person at a time; and North Star No.2, Foster Vibrant And Resilient Communities: Investments in the lives of County residents are sustainable only when grounded in strong communities. Los Angeles County, with the support of a network of public/private partners, faith-based organizations, community-based organizations, philanthropic organizations, and local governments, will foster vibrant and resilient communities. The County is committed to proactively addressing the underlying conditions that drive interactions with law enforcement and justice systems. This commitment aims to improve lives and enhance the safety of the public and our communities by identifying and mitigating risks, dangers, harms, and conditions that cause or contribute to unlawful activity and crime.

FISCAL IMPACT/FINANCING

The total CalVCB Agreement is $420,002 for Fiscal Year (FY) 2026-27, $420,002 for FY 2027-28, and $420,002 for FY 2028-29. Funding is included in the LADA's FY 2026-27 budget. Funding for FYs 2027-28 and 2028-29 will be requested in future budget years.

CalVCB has allocated funding to LADA for the CRC program for over a decade. The program is partially staffed by four Paralegals and one Legal Office Support Assistant II, whose duties include collaboration with the County criminal justice system to ensure restitution orders are requested in all qualifying cases, consistent with statutory and Agreement specifications. Staff responsibilities encompass monitoring claims associated with restitution orders, conducting training and outreach for prosecutors and relevant agencies within the County, and serving as a resource on restitution issues, statutes, and case law. Paralegals may also assist victims in obtaining restitution orders for losses incurred as a direct result of criminal activity, in compliance with applicable legal provisions.

If funding for this program were curtailed or terminated, an evaluation would be conducted to determine whether the program would either be continued, with costs absorbed by LADA, or discontinued with staff attrition or reallocation to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CRC program is established to ensure the imposition of appropriate restitution orders for all criminal offenders at the time of sentencing in criminal court, pursuant to California Penal Code § 1202.4 and § 1202.46. LADA maintains ongoing oversight to ensure that restitution orders are properly administered and enforced.

CRC program staff further assist crime victims in the determination of unreimbursed losses eligible for court-ordered direct restitution and provide prosecutorial support to secure restitution orders payable to the State of California CalVCB, in accordance with statutory requirements and mandates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board letter and a copy of the adopted Resolution, with a wet, stamp, or electronic signature, to Ms. Nardeen Elia, LADA Grants and Contracts Section, 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Ms. Elia at (213) 257-2806, or at NElia@da.lacounty.gov.

Respectfully submitted,

NATHAN J. HOCHMAN
District Attorney

ne

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

COUNTY OF LOS ANGELES

BOARD OF SUPERVISORS

RESOLUTION

Authorization to Accept Criminal Restitution Compact Agreement
with the State of California, California Victim Compensation Board

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WHEREAS, the County of Los Angeles is charged with providing vital services in the areas of courts, law enforcement, and adult and juvenile justice to a population in excess of ten million persons;

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, has designated the County of Los Angeles District Attorney's Office (LADA), through its Bureau of Victim Services, as the primary provider of comprehensive services to victims and witnesses of crime;

WHEREAS, the State of California, acting through its California Victim Compensation Board (CalVCB), has been authorized to contract with local Victim/Witness Centers to ensure restitution orders are properly administered in accordance with applicable statutes;

WHEREAS, the LADA is authorized, pursuant to Government Code Section 26500.5, to participate in any project or program to improve the administration of justice, and the LADA desires continued participation in the Criminal Restitution Compact program made available by the CalVCB;

WHEREAS, the CalVCB has allocated $1,260,006.00 to the LADA for County Fiscal Year (FY) 2026-27, 2027-28, and 2028-29 to implement this project, subject to the execution of a Standard Agreement and acknowledgment of the terms and conditions contained therein; and

NOW, THEREFORE, **BE IT RESOLVED** that the County of Los Angeles, acting through its Board of Supervisors, approves the submission for and acceptance of continued funding for FY 2026-27, FY 2027-28, and FY 2028-29, upon approval by both the State and

County, by the State of California, acting through its CalVCB, for the above-referenced program; and

BE IT FURTHER RESOLVED that the County of Los Angeles, acting through its Board of Supervisors, hereby authorizes the District Attorney, or designee, to serve as Project Director for said program and to execute, on behalf of the County of Los Angeles, the Standard Agreement, and to perform all further tasks necessary for the completion of the project, including execution and submission of amendments, progress reports, and payment requests to the Agreement;

I DO HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of the County of Los Angeles on this 29th day of September, 2026, the foregoing Resolution was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this 29th day of September, 2026.

COUNTY OF LOS ANGELES

By Hilda L. Solis
Chair, Board of Supervisors

ATTEST: EDWARD YEN
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Karla Aguilar **, Deputy**

APPROVED AS TO FORM BY
COUNTY COUNSEL:

DAWYN R. HARRISON

By Lawrence Green
Lawrence Green
Senior Deputy County Counsel

Los Angeles County Chief Executive Office
Grant Management Statement for Grants $100,000 or More

Department:	DISTRICT ATTORNEY'S OFFICE

Grant Project Title and Description	CRIMINAL RESTITUTION COMPACT (CRC) PROGRAM

The Criminal Restitution Compact (CRC) program provides services to ensure appropriate restitution orders are in place for all offenders at the time of sentencing in criminal court, and helps crime victims determine their unreimbursed losses for court orders of direct restitution to the victim. The District Attorney's Office (LADA) also helps crime victims to determine their unreimbursed losses for court orders of direct restitution to the victim and works to recoup monies from defendants that were made payable to crime victims by the California Victim Compensation Board (CalVCB) to assist in medical and burial expenses. CalVCB has allocated funding to the LADA for over two decades for this program.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA VICTIMS COMPENSATION BOARD (CalVCB)	Government Code Sections 13954 and/or 13956	N/A

Total Amount of Grant Funding:	$1,260,006	County Match:	$0
Grant Period — Begin Date:	July 1, 2026	End Date:	June 30, 2029
Number of Personnel Hired Under This Grant — Full Time:	0	Part Time:	5

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	X	No	
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	X	No	
Is the County obligated to continue this program after the grant expires?	Yes		No	X
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes		No	X
b.) Identify other revenue sources (describe below)	Yes		No	X
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	X	No	

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature _____ Date 8/11/26

Friday, August 14, 2026

Submission ID 6625528252229026952

Supplemental Declaration Form

Department Name	District Attorney

Department Point of Contact:

Name	Nardeen Elia
Email	nelia@da.lacounty.gov
Phone Number	(213) 257-2806
Title of Proceeding	AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ACCEPT FUNDING FROM THE CALIFORNIA VICTIM COMPENSATION BOARD FOR THE CRIMINAL RESTITUTION COMPACT FOR FISCAL YEARS 2026-27, 2027-28, AND 2028-29 ALL DISTRICTS (3 VOTES)
Agenda Date	Tuesday, September 29, 2026
Type of Proceeding	Contract
Was the contract legally required to be awarded to the lowest responsible bidder with a responsive bid?	No
Will you be uploading a Supplemental Declaration Form Excel Spreadsheet or completing the online form?	Online Form
Are you submitting this form as for a Party or a Participant?	Party
Individual/Company Name	California Victim Compensation Board (CalVCB)
List any parent, subsidiary, related entities, and any other entities that are directed or controlled by the individual/Company?	N/A

List all individuals who have the authority to make decisions for the Individual/Company about making contributions to a County Officer, regardless of whether you or the Individual/Company have actually made a contribution? Please include the Name and Title of the Individual below.

Name of Individual	Title of Individual
Lynda Gledhill	Director

List all subcontractors named in the bid

N/A

List names of all individuals or entities (i.e., agents, law firms, consultants) who communicated with the County on behalf of the Individual/Company

Name of Individual or Entity	If an Individual, Name of Their Employer
Lynda Gledhill	Director

Will this Individual/Company be awarded the contract?

No

In the past 12 months, did the individual/company applicant, any of the parent, subsidiary, or related entities, or any of the agents named above disclose making a contribution to a County officer that, when added together, is more than $500 in total contributions to that officer?

No

Date of Submission

Friday, August 14, 2026

SCO ID: 7870-S26004

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
S26-004	VCB-7870

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR NAME
LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is:

START DATE
JULY 1, 2026, OR UPON FINAL APPROVAL FROM DGS, WHICHEVER OCCURS LATER

THROUGH END DATE
JUNE 30, 2029

3. The maximum amount of this Agreement is:
$1,260,006.00 (ONE MILLION, TWO HUNDRED SIXTY THOUSAND, SIX DOLLARS AND ZERO CENTS)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	SCOPE OF WORK	5
Exhibit B	BUDGET DETAIL AND PAYMENT PROVISIONS	5
Exhibit B-1	BUDGET WORKSHEET	1
Exhibit C*	GENERAL TERMS AND CONDITIONS	GTC 02/2025
Exhibit D	SPECIAL TERMS AND CONDITIONS	10
Attachment 1	CRC PERFORMANCE PLAN MONTHLY	5
Attachment 2	CRC SPECIALIST MONTHLY ACTIVITY TIMESHEET	1
Attachement 3	MONTHLY ACTIVITY AND INVOICE FACT SHEET	1
Attachment 4	CONFIDENTIALITY STATEMENT	3
Attachment 5	ACCEPTABLE USE OF TECHNOLOGY RESOURCES	5
Attachment 6	INFORMATION SYSTEMS SECURITY AND CONFIDENTIALITY ACKNOWLEDGEMENT	2
Attachment 7	ACKNOWLEDGEMENT OF POLICIES	1
Attachment 8	INFORMATION SECURITY POLICY	6
Attachment 9	PRIVACY POLICY	4
Attachment 10	PASSWORD POLICY	5
Attachment 11	BOARD RESOLUTION	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

SCO ID: 7870-S26004

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
S26-004	VCB-7870

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
211 WEST TEMPLE STREET, SUITE 200	LOS ANGELES	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE
Nathan J. Hochman	District Attorney
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	8/11/26

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
400 R STREET SUITE 400	SACRAMENTO	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
LYNDA GLEDHILL	EXECUTIVE OFFICER
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
S26-004	VCB-7870

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
211 WEST TEMPLE STREET, SUITE 200	LOS ANGELES	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
400 R STREET SUITE 400	SACRAMENTO	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
LYNDA GLEDHILL	EXECUTIVE OFFICER

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

1. This Agreement is entered between Los Angeles County (Contractor) and the California Victim Compensation Board (CalVCB).

2. The purpose of this Agreement is to increase the amount of restitution imposed on CalVCB's behalf. This Criminal Restitution Compact (CRC) Agreement assists in funding the work of CRC Specialists (hereinafter, "Specialist") in Los Angeles County District Attorney's Offices who assist with the imposition of restitution on behalf of CalVCB for benefits paid to victims. This work helps maintain the health of the Restitution Fund for future victims.

3. Services shall be provided during the term of July 1, 2026, or upon approval from the Department of General Services (DGS), whichever occurs later, through June 30, 2029. No work shall begin before that time. The services shall be provided during the working hours of 8:00 AM through 5:00 PM, Monday through Friday, excluding State holidays. The parties may amend this Agreement as permitted by law.

4. The services shall be performed throughout the State of California at designated sites as agreed upon by CalVCB and Contractor. Contractor agrees to provide all labor, materials and incidentals necessary to provide the services described in this Agreement.

5. The project representatives during the term of this Agreement will be:

CONTRACTING AGENCY California Victim Compensation Board	**CONTRACTOR** Los Angeles County
Name: Laura Simpton, Attorney Supervisor	Name: Nathan J. Hochman
Phone: (916) 491-3751	Phone: (213) 257-2060
Fax: (916) 491-6441	Fax: (213) 633-1956
Email: CriminalRestitutionCompact@victims.ca.gov	Email: NHochman@da.lacounty.gov

Direct all inquiries to:

CONTRACTING AGENCY California Victim Compensation Board	**CONTRACTOR** Los Angeles County
Section/Unit: Criminal Restitution Compact	Title: Supervising Paralegal
Attention: Kris Evers	Attention: Tracy Anderson
Address: 400 R Street, Sacramento, CA, 95811	Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012-3205
Phone: (888) 883-3593	Phone: (626) 514-1270

Fax: (916) 491-6441	Fax: (213) 633-0906
Email: CriminalRestitutionCompact@victims.ca.gov	Email: TAnderson@da.lacounty.gov

Either party may change any portion of the above contact information by providing thirty (30) days written notice of the change to the other party. No amendment of this Agreement is needed to make such a change.

6. Services to be performed:

CalVCB and the District Attorney's Office agree:

A. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:

1) Restitution orders in all cases involving an applicant who has filed an application with CalVCB and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
2) Restitution fines on all convicted offenders;
3) Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
4) Diversion restitution fees in all cases in which the offender is diverted;
5) Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
6) Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and
7) Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.

B. The Specialist shall be an employee of the District Attorney's Office, at a level equivalent to a Data Input Clerk or above.

C. The Specialist shall report to a supervisor designated by the District Attorney's Office, a Supervising Paralegal, and agreed to by CalVCB.

D. The District Attorney's Office (or their designee) and CalVCB's Executive Officer (or their designee) shall meet as necessary to discuss the Scope of Work (SOW) or any other aspect of this Agreement.

E. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with CalVCB as they proceed through the adult and juvenile criminal justice systems. The Specialist must immediately contact CalVCB's CRC Analyst with specific information to prevent any potential overpayments on initial or subsequent applications if it is discovered the victim, derivative victim, or

applicant is no longer eligible as defined under Government Code sections 13954 and/or 13956, including but not limited to any of the following reasons:

1) Involvement in the crime
2) Lack of cooperation with law enforcement or CalVCB
3) Convicted of a violent felony or required to register as a sex offender (Penal Code section 290 registrants)

F. The DDA assigned to prosecute the criminal case, or their designee, may complete and provide defense counsel with the CalVCB Disclosure Form, which discloses that a victim or witness may have submitted an application for services to CalVCB. The Specialist may disclose, pre-conviction, the applicant's name, category of expense, and the amount of compensation disbursed for each victim in a pending, criminal case. Such disclosure is limited to either the district attorney or probation department upon written request. If either the DDA or defense desires additional information regarding the application or services provided prior to the conviction of an offender, they must personally serve a subpoena on CalVCB at 400 R Street, Sacramento, CA 95811. After the associated offender has entered a guilty plea or been convicted, the Specialist shall provide the District Attorney's Office with the amount of assistance granted by CalVCB, if any, for the purpose of obtaining a restitution order.

G. The District Attorney's Office shall submit CalVCB's payment information (initial and subsequent), as described under the SOW (Exhibit A) to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which CalVCB has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if CalVCB has not made a payment on the associated application(s)).

H. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide CalVCB's payment information and request the probation department include the information in the PSI. The Specialist shall contact parole, probation, or other supervising post-release agencies to modify orders.

I. The Specialist shall enter into CalVCB's Compensation and Restitution Computer System's (Cares2) Criminal Disposition Tracking System (CDTS), the final disposition status of juvenile and/or adult criminal cases associated with applications filed with CalVCB within thirty (30) calendar days of the judge imposing the restitution order and fine. This deliverable may be used to assess a CRC's effectiveness, and failure to enter the information may impact current and future Agreement funding.

J. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110 and/or Minute Order) is uploaded to CDTS and forwarded to the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights and Services (CDCR- OVSRS) at P.O. Box 942883, Sacramento, CA

94283-0001, or the local collection entity.

K. The Specialist is required to scan and upload to CDTS the Pre-Conviction Disclosure Form, the Restitution Request Form, and other documents relevant to the restitution order and fine. Additionally, the Specialist is required to use the "Notes" feature in CDTS to document the status of the case.

L. The Specialist shall monitor in Cares2 CalVCB's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via CDTS in the Post-Disposition Follow-Up Queue. CalVCB's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary, to substantiate any restitution orders requested.

M. The Specialist shall notify CalVCB when they decline to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than $1,500.00. The Specialist shall provide the following information to CalVCB's CRC Unit at: CriminalRestitutionCompact@victims.ca.gov

1) Application ID
2) Defendant Name
3) Court Case Number
4) Sentencing Date
5) Restitution Amount
6) Reason a removal order was not sought
7) Whether the trial court retained jurisdiction under Penal Code section 1202.46 to determine the amount of restitution at a later date

N. The Specialist will cooperate with CDCR staff in the modification of restitution orders. The Specialist will upload the amended CR-110, Abstract of Judgment, and/or Minute Order to CDTS and forward a copy to the CDCR-OVSRS at P.O. Box 942883, Sacramento, CA 94283-0001, or the local collection entity.

O. The Specialist shall notify CalVCB's CRC Analyst, upon discovery, that the applicant filed a civil suit, vehicle insurance claim, workers' compensation claim, or any other type of recovery that could be used to offset losses the applicant incurred as a direct result of the crime.

P. The Specialist shall respond to CalVCB on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine, order and offender information.

Q. The Specialist shall respond to CalVCB's COR on restitution-related matters and/or CalVCB's Hearing and Appeals staff within three (3) business days of a request.

R. The Specialist shall facilitate contact, provide training, and attend meetings between

the county collection entity(ies) to identify and discuss ways to ensure the collection of, as well as increase the collections of, restitution orders and fines.

S. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.

T. The Specialist and their supervisor shall review and acknowledge all CalVCB policies as referenced in the Special Terms and Conditions (Exhibit D) and attachments outlined on the front cover of this Agreement (STD 213), in accordance with the duties being performed under this Agreement.

U. The Specialist must perform the work described in the SOW (Exhibit A). The Specialist shall document their time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet (Attachment 2). The District Attorney's Office shall bill CalVCB only for the actual percentage of time the Specialist dedicates to CalVCB activities. Actual time is the time spent on CRC Agreement duties. This time includes vacation, sick, holidays or annual leave hours only if the staff person accrued the leave during the time the staff person was performing the functions described in this Agreement. Other time, including but not limited to, jury duty and industrial leave are not considered time worked on this Agreement and are to be paid by the county.

7. If there is any conflict between Attachments 1 through 11, and any provisions in the STD 213 Agreement, including Exhibits A, B, B-1, C, and D, the provisions in the Agreement shall prevail over the Attachments.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CalVCB agrees to compensate the Contractor for actual expenditures permitted by the terms of this Agreement, and as reflected in the Budget Worksheet (Exhibit B-1).

   B. Invoices shall include S26-004 and shall be submitted, upon completion of the invoice to: accountingmailbox@victims.ca.gov.

   C. Invoices shall include the Agreement number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the Budget Worksheet (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) dedicated to CalVCB activities in a specific pay period (see Budget Worksheet (Exhibit B-1) detailing actual time). (Refer to the CalVCB Monthly Activity and Invoice Fact Worksheet (Attachment 3) for guidance on completing the timesheet.) The District Attorney's Office shall submit the following backup documentation with each of their invoices:

      1) Only one Monthly Activity Timesheet (Attachment 2) for each employee for the calendar month;

      2) County timesheets for each employee for the month;

      3) Copy of the County's Accounting or Human Resources report itemizing salaries/wages and benefits paid to each employee for the month; and

      4) A copy of current leave balances showing beginning leave balances and time accrued for annual leave, vacation, and sick leave.

   D. Eligible salary items include regular pay, approved overtime and bilingual pay differential. Ineligible items include all types of bonus pay, monetary awards, and cash out of leave credits. Items not listed are subject to approval and payment at CalVCB's discretion.

   E. Invoices must be based on the hours worked in the calendar month, not on any other time period for which Specialists are paid.

   F. CalVCB reserves the right to deny any monetary adjustments to the Agreement, during the Agreement term, including Cost-of-Living Adjustments issued by the county.

G. Fringe benefits charged to this Agreement are subject to CalVCB approval and will be authorized only when consistent with benefits provided to or on behalf of State employees. Fringe benefits in excess of seventy-five percent (75%) will be subject to additional scrutiny.

H. The District Attorney's Office must provide a breakdown of fringe benefits paid to each Specialist on the Budget Worksheet (Exhibit B-1). CalVCB may request backup documentation to support the amount billed.

Eligible fringe benefits include, but are not limited to:

1) Standard Retirement
2) OASDI (Old-Age, Survivors and Disability Insurance)
3) Health Insurance Contribution Regular, including health, dental and vision
4) Workers' Compensation Insurance
5) Unemployment Insurance
6) Life Insurance
7) Federal Insurance Contributions Act (FICA)/Medicare
8) Long Term Disability
9) Short Term Disability
10) Employee Assistance Program
11) Survivor Benefits
12) Other, as approved by CalVCB

Ineligible benefits include, but are not limited to:

1) Other Post-Employment Benefits (OPEB)
2) Pension Obligation Bond (POB)
3) Post-Employment Payoff
4) Retiree Health
5) Retiree Medical
6) Deferred Compensation
7) Parking
8) Cafeteria
9) General Liability
10) Wellness Dividend Program
11) Cash Allowance
12) Housing Fund
13) Retirement Debt Service
14) Choices
15) Savings Plan
16) Flex Benefit Plan and Contributions
17) Risk Management Administration

18) CalPERS Unfunded Actuarial Accrued Liability
19) Individual Security
20) Bonuses and monetary awards

I. Invoices and backup documentation shall be emailed no later than the 25th of each month to: AccountingMailbox@victims.ca.gov

J. Failure to provide the required backup documentation may result in a processing delay and/or denial of payment.

K. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th of each year during the term of this Agreement. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by CalVCB.

2. Budget Contingency Clause

A. It is mutually agreed upon between CalVCB and the District Attorney's Office that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CalVCB shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this Agreement and the District Attorney's Office shall not be obligated to perform any further provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. The District Attorney's Office shall be paid by CalVCB from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or State General Fund monies. Funds provided under this Agreement are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Public Safety and Victim Services Branch, California Office of Emergency Services.

D. CalVCB reserves the right to disencumber Agreement monies at any time during the contractual relationship for reasons substantiated by CalVCB. Notification will be provided to the county before any action is taken.

3. Payment of Invoices

   CalVCB shall endeavor to pay all properly submitted and undisputed invoices within forty-five (45) days of receipt.

4. Period of Performance

   The period of performance for this Agreement shall be three (3) years. Any and all amendments to this Agreement shall be made in writing.

5. Cost Limitation

   A. The total cost of this Agreement shall not exceed $1,260,006.00.

   B. It is understood and agreed that this total is an estimate and that CalVCB shall pay for only those services actually rendered as authorized by the CalVCB Project Representative, as identified in Exhibit A, Section 5 or designee, up to the amount set forth in Invoicing and Payment Provisions (Exhibit B).

   C. Funding shall be contingent upon availability of funds and shall be at the sole discretion of CalVCB. Funding may only be expended in the fiscal year the funds are encumbered. The funding of this Agreement may be changed by written amendment to the Agreement and upon approval of the designee approved by CalVCB.

   D. The District Attorney's Office shall submit a Budget Worksheet (Exhibit B-1) listing all Fiscal Years included in the Agreement term and shall provide it with the Agreement package. Each modification to the Budget Worksheet shall be subject to scrutiny. The CRC Analyst or designee shall provide advance, written approval of any budget modifications.

   E. Subject to CalVCB's approval, the District Attorney's Office may modify the Budget Worksheet (Exhibit B-1) without formal amendment to the Agreement to reflect changes in the following categories: name(s) of personnel, salaries and wages, salary/hourly rate range, percentage of time spent on CalVCB matters, fringe benefits, and indirect costs (not to exceed 10% of salary), provided the total budget does not exceed $420,002.00 for each fiscal year. Except when necessitated by personnel changes, the B-1 may be modified no more than three times per fiscal year.

6. Reduction of Agreement Amount

   A. CalVCB reserves the right to reduce the amount of the Agreement if CalVCB's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, CalVCB will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

B. CalVCB reserves the right to reduce the amount of the Agreement if the dollar amount of restitution orders imposed by the county on behalf of CalVCB in a given fiscal year is less than the amount paid to the county in that same fiscal year. If a reduction does occur, CalVCB will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. Indirect Costs

If billing for indirect costs, the District Attorney's Office shall submit a copy of its Indirect Cost Plan (ICP) with the budget. The ICP must identify the number of employees it covers and include a breakdown and calculation specifying which costs are associated to the Specialist position included in the monthly charge (for example, payroll and accounting services). All costs included in the plan must be supported by formal accounting records, which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary billed. CalVCB reserves the right to deny any expense deemed ineligible by the State.

EXHIBIT B-1
BUDGET WOKSHEET

BUDGET WORKSHEET
FY 2026 - 2029
(Standard Agreement)

Exhibit B-1
Agreement Number S26-004
Contract Number VCB-7870

County and Agency: COUNTY OF LOS ANGELES / DISTRICT ATTORNEY'S OFFICE

PERSONNEL EXPENSES	2026-2027 EST. BUDGET	2027-2028 EST. BUDGET	2028-2029 EST. BUDGET	Salary / Hourly Rate Range	Percentage Time Spent on CalVCB Matters
SALARIES AND WAGES					
Name: PARALEGAL (KRYSTYNA DAILEY)	$59,713	$59,791	$59,763	$27.5729 - $57.2911	
Name: PARALEGAL (MARIA DEL CARMEN LOPEZ)	$59,713	$59,791	$59,763	$27.5729 - $57.2911	FY 2026-27 = 65.1%
Name: PARALEGAL (MARTA RODRIGUEZ)	$59,713	$59,791	$59,763	$27.5729 - $57.2911	FY 2027-28 = 62.5%
Name: PARALEGAL (VERONICA POLANCO)	$59,713	$59,791	$59,763	$27.5729 - $57.2911	FY 2028-29 = 60.7%
Name: LOSA II (ELIZABETH CAMACHO)	$50,995	$51,063	$51,038	$24.1923 - $48.9275	
Adjustments	($111)	($611)	($430)		
TOTAL SALARIES AND WAGES	**$289,736**	**$289,616**	**$289,660**		
FRINGE BENEFITS				**PERCENTAGE OF SALARY**	
Name: PARALEGAL (KRYSTYNA DAILEY)	$20,868	$20,895	$20,885	34.9479%	
Name: PARALEGAL (MARIA DEL CARMEN LOPEZ)	$20,868	$20,895	$20,885	34.9479%	
Name: PARALEGAL (MARTA RODRIGUEZ)	$20,868	$20,895	$20,885	34.9479%	
Name: PARALEGAL (VERONICA POLANCO)	$20,868	$20,895	$20,885	34.9479%	
Name: LOSA II (ELIZABETH CAMACHO)	$17,821	$17,845	$17,836	34.9479%	
TOTAL FRINGE BENEFITS	**$101,293**	**$101,425**	**$101,376**		
TOTAL PERSONNEL EXPENSES	**$391,029**	**$391,041**	**$391,036**		
DESCRIPTION OF FRINGE BENEFITS				List percentage for each category	
				Eligible F/Bs	Ineligible F/Bs
County Retirement -------				24.0143%	
------- Choices					1.8425%
------- Savings Plan					0.3605%
------- Flex Benefits					2.3693%
Unemployment Insurance -------				0.0072%	
------- Retiree Insurance					6.2065%
Disability -------				0.2724%	
OASDI/Medicare -------				1.2799%	
Health -------				6.3148%	
Dental -------				0.1476%	
Life -------				0.0354%	
Workers Compensation -------				2.8763%	
------- Horizons					2.8251%
------- Options					4.3424%
------- Megaflex					7.5409%
------- Dependent Care Spending Acct					0.0942%
------- Retiree Health Opeb Contributions					4.5052%
------- Megaflex Disability					0.6257%
------- Carry Forward					6.2038%
TOTAL OF FRINGE BENEFITS				**34.9479%**	**36.9161%**
OTHER (subject to CalVCB approval)	**$0**	**$0**	**$0**		
INDIRECT COSTS (≤ 10% salary)	**$28,973**	**$28,961**	**$28,966**		
TOTAL OTHER & INDIRECT COSTS	**$28,973**	**$28,961**	**$28,966**	Costs such as accounting, human resources and/or administration type services. List indirect costs and attach calculation with supporting documentation.	
TOTAL BUDGET	**$420,002**	**$420,002**	**$420,002**	**$1,260,006**	

* Based on FY 2025-26 Auditor-Controller approved rate and subject to change upon FY 2026-27, FY 2027-28, and FY 2028-29 Auditor-Controller approved rates.

Revised November 2025

EXHIBIT C
GENERAL TERMS AND CONDITIONS

General Terms and Conditions (GTC 02/2025)

All documents issued under this Agreement incorporate the Agreement terms and applicable California General Terms and Conditions for non-IT services: https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

   A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement shall be decided by CalVCB's Administration Division Chief or designee, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Administration Division Chief or designee, issued in writing, shall be CalVCB's final decision regarding the dispute.

   B. Neither the pendency of a dispute nor its consideration by the Administration Division Chief or designee will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

   A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.

   B. CalVCB reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.

3. Termination For Convenience

   CalVCB or the District Attorney reserves the right to terminate this Agreement upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this Agreement up to the date of termination. Invoicing of the above-mentioned costs must be submitted to CalVCB within thirty (30) calendar days of the date of termination.

4. Amendments

   This Agreement may be amended in writing by mutual written consent of both parties.

5. Subcontracting

   All subcontracting must comply with the requirements of the State Contracting Manual, Volume 1, Section 3.06. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the District Attorney's Office of their responsibilities and obligations herein. The District Attorney's Office agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any

of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the District Attorney's Office. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Executive Order N-6-22 Russia Sanctions

   On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs State agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

7. Americans with Disabilities Act

   Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

8. Regulations and Guidelines

   A. All parties agree to abide by all applicable federal and state laws and regulations, and CalVCB guidelines, directives, and memos as they pertain to performance of this Agreement.

9. Program Evaluation and Monitoring

   The Specialist shall make available to CalVCB, and its representatives, for purposes of inspection, audit, and review, any and all books, papers, documents, financial records, and other records pertaining to the operation of this Agreement. The records shall be available for inspection and review during regular business hours throughout the term of this Agreement, and for a period of three (3) years after the expiration of the term of this Agreement.

10. Performance Assessment

A. CalVCB may assess and evaluate the Contractor's performance based on data from Cares2. This includes completed disposition information, inventory, notes, amended orders, uploaded documents, and all activity.

B. CalVCB reserves the right to revoke the logon of any Contractor whose performance is consistently poor or below average based on the performance criteria used by CalVCB or who does not comply with the Agreement provisions. CalVCB may monitor performance under the Agreement and report performance to the contractor and their supervisor/manager.

C. CalVCB may set performance and production expectations or goals for the Contractor related to the fulfillment of the services in this Agreement. The expectations may include but are not limited to: specific time frames for completion of work; specific amount of work to be completed within given time frames; specific standards for the quality of work to be performed; and the amount of restitution imposed. CalVCB may provide written notice of the performance and production expectations to the Contractor and their supervisor/manager. If the Contractor fails to achieve the performance and production expectations set by CalVCB, CalVCB may reduce the amount of the Agreement or terminate the Agreement.

D. The CRC Performance Plan (Attachment 1) is hereby incorporated into this Agreement.

11. Confidentiality Of Records

All financial, statistical, personal, technical and other data and information related to the State's operations, which are designated confidential by the State and made available to the District Attorney's Office in order to carry out this Agreement, or which become available to the District Attorney's Office in carrying out this Agreement, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personally Identifiable Information (PII) shall be held in the strictest confidence and shall not be disclosed except as required by law or specifically authorized by CalVCB (refer to Information Security Policy Attachment 8). The Specialist, their supervisor/manager, and staff shall not print any documents containing PII from CDTS and/or Cares or keep records separate from those in CDTS and Cares.

CalVCB's COR in Sacramento shall be notified when an applicant or an applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney's Office shall not disclose any document pursuant to any such request unless authorized to do so by CalVCB's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

CalVCB's Custodian of Records at CalVCB Headquarters in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 7920.000, et. seq.) or the Information Practices Act (Civ. Code, § 1798, et. seq.) for information received or generated in the performance of this Agreement. No record shall be disclosed pursuant to any such request unless authorized by CalVCB's Legal Division. Please contact (916) 491-3651 or CPRA@victims.ca.gov with any requests.

The District Attorney's Office shall ensure that all staff are informed of and comply with the requirements of this provision and any direction given by CalVCB. The Specialist, their supervisor/manager, and staff whose salary or a portion thereof is paid through this Agreement, or who supervises staff members performing services under this Agreement, shall be provided a copy of and shall be compliant with the CalVCB Confidentiality Statement and Certification (Attachment 4).

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney Office staff persons performing duties described in this Agreement, regardless of whether or not the services of such staff persons are paid for by CalVCB, and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB's records by such staff persons.

To mail requests and correspondence related to this section of the Agreement, send to:

California Victim Compensation Board
Criminal Restitution Compact Unit
criminalrestitutioncompact@victims.ca.gov

12. Retention of Records

A. Application Records

The District Attorney's Office will scan all case documents and retain them for 365 days from the scan date. The hard copy documents will be destroyed after the 365 days have passed via confidential destruct. The electronic records will be retained indefinitely in Cares/CDTS.

B. Administration and Fiscal Records

The Contractor shall retain any other records relating to the operation of this Agreement, including, but not limited to, payroll, time-keeping, accounting records and electronic records for seven years from the date the record is created.

All electronically retained documents shall have the same legal effect as an original paper document.

The Contractor shall not destroy any files or records without written authorization from CalVCB.

13. Subpoena

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this Agreement. The District Attorney's Office shall post a notice in its receiving department or other appropriate location stating that subpoenas for all records from CalVCB must be personally served on CalVCB at the California Victim Compensation Board, Attn: Legal Division at 400 R Street, Ste. 500, Sacramento CA 95811. The District Attorney's Office may also contact the Legal Division at (916) 491-3651 for assistance or questions.

When documents are subpoenaed, the District Attorney's Office shall provide CalVCB with all requested documents in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

The District Attorney's Office is not the Custodian of Records and may not testify in court on behalf of CalVCB.

14. Personnel Services

A. The District Attorney's Office shall ensure there is sufficient staff to perform the services required under this Agreement. The District Attorney's Office shall notify CalVCB of the resignation or termination of any staff person assigned to perform the functions of this Agreement within five (5) business days of notification of the resignation of that staff person or of issuing the notice of termination.

   The District Attorney's Office shall obtain written authorization from CalVCB prior to filling vacant or new positions or upgrading the classification of a position, even though funding was previously requested and made part of the budget, and prior to making any staff changes that may affect the provision of services under this Agreement. Approval for filling the vacant or new positions or upgrading the classification will be based upon CalVCB's review of the District Attorney's Office's workload and upon funding availability within the Agreement amount.

B. The District Attorney's Office shall obtain CalVCB's prior written permission if staff persons assigned to functions under this Agreement will perform any other county function that will change the percentage of time devoted to CalVCB as reflected in the Budget Worksheet (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in the SOW (Exhibit A), the District Attorney's Office shall request written authorization from CalVCB ten (10) days prior to the staff person(s) beginning other county functions. CalVCB shall not reimburse the District Attorney's Office for duties performed outside the scope of the Agreement. The District Attorney's Office shall submit a budget modification to

CalVCB, for approval, reflecting the revised percentage of time the staff person(s) will devote to CalVCB activities.

C. The District Attorney's Office shall notify CalVCB when a staff person assigned to perform the functions of this Agreement has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, CalVCB shall compensate the District Attorney's Office for the leave only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this Agreement. Further, the District Attorney's Office agrees to provide, at CalVCB's request, documentation verifying leave accrued under the Agreement.

D. The District Attorney's Office shall ensure staff persons assigned to the functions under this Agreement do not participate in criminal investigations or prosecutions.

E. For each staff person(s) performing services under this Agreement, the District Attorney's Office shall provide the name, business address, telephone number, email address, job title, and description of duties, the name of their supervisor, the names of staff supervised, and any other information required by CalVCB.

F. The Specialist may work overtime, but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. CalVCB reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

15. Moving

A. CalVCB shall not reimburse any costs associated with the relocation of the District Attorney's Office staff who perform services under this Agreement.

B. Notification of relocation shall be provided at least 30 days in advance and shall include the following:

1) Name of staff
2) New address, including room number
3) Contact person, including title, address, and phone number

16. Incompatible Work Activities

The Specialist assigned to perform services for CalVCB must not:

A. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, their assigned duties under the Agreement.

B. Use information obtained while doing work under the Agreement for personal gain or the advantage of another person.

C. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of Agreement duties must be held in strict confidence.

D. Provide or use the names of persons or records of CalVCB for a mailing list that has not been authorized by CalVCB.

E. Represent themselves as a CalVCB employee.

F. Take any action with regard to a CalVCB applicant or restitution matter with the intent to obtain private gain or advantage.

G. Involve themselves in the handling of any application or restitution matter when they have a relationship (business or personal) with an applicant or other interested party.

H. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this Agreement and is done in an appropriate manner. It shall be the District Attorney's Office's responsibility to ensure every staff person assigned to provide contracted services to CalVCB is made aware of and abides by these provisions. If an assigned staff person is unwilling or unable to abide by these provisions, the staff person shall no longer be assigned to perform the services required by the Agreement. Any questions should be directed to CalVCB's Legal Division at (916) 491-3605.

17. Compliance with CalVCB Policies

The District Attorney's Office shall ensure that all staff review and comply with the requirements of the Acceptable Use of Technology Resources (Attachment 5), Privacy Policy (Attachment 9) and Password Policy (Attachment 10). Staff are required to fill out and submit signed copies of the CalVCB Confidentiality Statement and Certification (Attachment 4), the Information Systems Security and Confidentiality Acknowledgement (Attachment 6), and CalVCB Acknowledgement of Policies (Attachment 7) to:

California Victim Compensation Board
Criminal Restitution Compact Unit
criminalrestitutioncompact@victims.ca.gov

In the event fraud is suspected, please contact the CalVCB Fraud hotline:

Phone: 855-315-6083
Email: fraudhotline@victims.ca.gov

Additionally, the Specialist assigned to perform services for CalVCB must adhere to the

following provisions in addition to all other policies and procedures set forth by CalVCB.

The Specialist should not:

A. Attempt to access the Cares2 application from any location other than the assigned work location. This includes restrictions on working remotely unless written authorization is obtained from the CRC Liaison Unit Manager.

B. Share individual login ID and password with anyone.

C. Allow the computer to remember a password to the Cares2 application.

D. Walk away from the computer without locking the screen (Ctrl-Alt-Delete).

E. Send any PII via email. Staff should use application numbers, bill numbers, and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.

F. Leave documents with PII unattended on printers, fax machines, in cubicles, offices or conference rooms.

G. Visit untrusted websites or open any attachments/links from untrusted emails.

H. Uninstall or disable anti-virus software and automatic updates.

I. Install any unauthorized or unlicensed software.

J. Plug a mobile phone, personal USB drive, or other peripheral device into the network system or desktop computer.

K. Disclose any PII information to unauthorized users.

Any virus attacks, security violations, or privacy breaches should be reported immediately to your county Information Security Officer (ISO) and your supervisor. You must also notify CalVCB's CRC Unit Analyst and copy CalVCB's IT Help Desk and ISO by sending an email to: servicedesk@victims.ca.gov and to InfoSecurityOffice@victims.ca.gov.

The Specialist and all District Attorney's Office staff with access to CalVCB computer systems are required to complete Information Security and Privacy Training, including at a minimum training regarding Social Engineering and Phishing, Privacy and Password Protection, Browsing Safely, and Ransomware at least annually.

The Specialist and staff shall submit the self-certification demonstrating completion of the required training within thirty (30) days of the Agreement start date to the CalVCB Contract Manager and annually thereafter. All new Specialists and District Attorney's Office staff with access to CalVCB computer systems must complete the training within

thirty (30) days from the date of hire.

Any training costs incurred by the District Attorney's Office for compliance with this section will be the responsibility of the District Attorney's Office.

In case of non-compliance, CalVCB may suspend access to CalVCB computer systems (including but not limited to Cares2 and CalVCB online) until such time as compliance is achieved and proof provided to CalVCB.

All other terms and conditions under this Agreement shall remain the same, in full force, and effect.

18. Utilization of Computer System

The District Attorney's Office shall ensure all Specialists performing the duties described in this Agreement comply with CalVCB policies, guidelines, procedures, directives, and memos, pertaining to the use of Cares2, regardless of whether the services of such staff persons are paid for by CalVCB. CalVCB reserves the right to revoke access to Cares2 at any time and to amend this Agreement to align with changing or updating requirements around procurement, usage, disposition, and security of State Information Technology (IT) assets, which may include, but are not limited to, computer systems, software, and equipment.

19. Information Technology Equipment and Software

A. The District Attorney's Office is responsible for the purchase, configuration, installation, and support of all personal productivity computer equipment used for CalVCB data processing activities.

B. The District Attorney's Office shall certify that it has appropriate systems and controls in place to ensure that computer software is acquired, operated, and maintained in a manner that complies with applicable copyrights.

C. The District Attorney's Office agrees to apply all security patches and upgrades and keep anti-virus software executed and up to date on any machine CalVCB data may be accessed or used. The District Attorney's Office shall apply appropriate end point protection, data encryption, and data loss prevention technologies. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

D. CalVCB reserves the right to access and audit all IT assets including software, equipment, and computers, to ensure they are patched, used, and operated in a manner consistent with State policy and the terms of this Agreement.

E. All personal computers should use the following hardware, or an approved equivalent, which is the current standard for CalVCB:

1) Intel current Generation Multi-Core i7 Processor
2) 16 GB RAM or better
3) 256 GB Hard Drive or better
4) Network Port
5) USB Port(s)
6) 24" Flat Panel monitor
7) USB Keyboard
8) USB Mouse or Trackball

F. All personal computers should use the following software, or an approved equivalent, which is the current standard for CalVCB:

1) Current Windows Enterprise Operating System
2) Current version of Microsoft Edge or Google Chrome
3) Windows Media Player or equivalent
4) Current supported version of Microsoft Office
5) Current supported version of Adobe Acrobat Reader or Professional
6) Current anti-virus protection software

CRC Performance Plan Monthly

Performance Statistics

Monthly Performance Statistics will be provided by the CRC Contract Analysts on the 15th of the month for the prior month. The statistics will be sent by email to the CRC Specialist and their supervisor.

Monthly Performance Statistics will contain four categories

1. Application Notification (AN) is the initial work item and first notice that a victim application has been filed with CalVCB. The CRC Specialist will open each AN and research to determine if a criminal court case exists. Subcategories include "New," "Completed," "In Process," "Transferred", and "Benefits Paid." Except for "Benefits Paid," these subcategories capture their entire AN queue inventory.

Example:

AN	
New	-
I/P	380
Transferred	3
Completed	166
Benefits Paid	$ 34,319.40

2. Criminal Disposition Case (CD case) is how the CRC Specialist tracks their cases. The CRC Specialist will convert an AN to a CD case if a criminal court case exists for the application filed with CalVCB. The CRC Specialist will associate the offender(s) to the CD case, follow the criminal case, pend the CD case until conviction, request restitution, input the restitution order, and close the CD case. CalVCB is able to run reports based on the data entered into the Criminal Disposition Tracking System (CDTS) to determine how much restitution each CRC county imposed. Subcategories include "In Process," "Transferred," "Completed," and "Restitution Ordered." These subcategories capture their entire CD case queue inventory and the amount of restitution imposed.

Example:

CD Case	
I/P	638
Transferred	12
Completed	60
Restitution Ordered	$ 53,391.35

3. Post Disposition Case (PD case) is how a CRC Specialist tracks cases that need modified restitution orders. This queue also contains cases that were closed prior to benefits being paid by CalVCB and now require the CRC Specialist to obtain a restitution order. If benefits are paid after a CD case is closed, and the county's threshold is met, $0 - $2,000, then a PD work item will generate in the CRC Specialist's queue. The CRC Specialist will determine if the court still has jurisdiction to impose restitution, and if there is jurisdiction, request the case be put back on calendar to modify the original restitution order to include additional benefits paid or to request an initial restitution order. Subcategories include "New," "In Process," "Transferred," "Completed," "User Blank," and "Restitution Ordered." Subcategory "User Blank" identifies PD work items that the system was unable to automatically assign and require the CRC Specialist to manually assign to themselves. These subcategories capture the CRC Specialist's entire PD case queue inventory and the amount of additional restitution imposed.

Example:

PD Case	
New	39
I/P	125
Transferred	5
Completed	12
User Blank	37
Restitution Ordered	$ 8,099.10

4. Year-to-Date Impositions. The monthly performance statistics will include the sum of restitution orders imposed by the county on behalf of the Board from the beginning of the fiscal year to the end of the prior month. We will also show the amount encumbered for the county for that fiscal year. This information will be used as a tracker to help the county meet its overall goal.

Determining Measurements

We will group the CRC counties by how many ANs they receive on average each month based on a three-year reporting period. This average and county groups will be reevaluated at the start of each contract term. We will tell each group how many ANs, CD cases, and PD cases, are in process and completed on average each month for their group size. These numbers show it is possible to complete this number of work items in a month.

The Group Categories
Receives fewer than 100 ANs per month
Receives 100-150 ANs per month
Receives 150-200 ANs per month
Receives 200-1,000 ANs per month
Receives 1,000+ ANs per month

AN Queue
We will provide each county with the average number of ANs they receive a month based on a three-year fiscal reporting period. We expect each county to complete the same number of new ANs that they receive monthly to prevent incurring a backlog.

CD and PD Queues

We expect each county to complete their group's average of monthly completed CD and PD cases each month to stay current.

Example

County X receives an average of 43 ANs a month and so CalVCB expects County X to complete approximately 43 ANs each month. County X has been grouped with other counties who receive fewer than 100 ANs per month. On average, this group completes 16 CD cases and 4 PD cases per month and so CalVCB expects County X to complete 16 CD cases and 4 PD cases each month.

Year-to-Date Impositions

At a minimum, we expect each county to impose on behalf of the Board an amount equal to the amount paid to the county in that same fiscal year. The monthly statistics will provide the total imposed to date from the beginning of the fiscal year to the end of the prior month as well as the amount encumbered for the county for that fiscal year.

Backlogs

AN backlog

A county has a backlog in the AN queue if the "New" ANs are double the amount the county receives in a month. Additionally, a county has a backlog if the number of ANs "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" ANs in their county group. If a county has a backlog, we will divide the amount of "New" and/or "In Process" and "Transferred" ANs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

CD Case backlog

A county has a backlog in the CD queue if the number of CD cases "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" CD cases in the county group. If a county has a backlog, we will divide the amount of "In Process" and "Transferred" CDs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

PD Case backlog

A county has a backlog in the PD queue if the "New" PDs are double the amount the county should complete in a month. Additionally, a county has a backlog if the number of PD cases "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" PD cases in the county group. If a county has a backlog, we will divide the amount of "New" and/or "In Process" and "Transferred" PDs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

Performance Issues in Queues

If a county does not meet the expectations set forth in their AN, CD, or PD queues, CalVCB will first examine their queues to see if there is a backlog. If there is no backlog, there is no performance issue. If there is a backlog in one or more of the queues, then an initial email (See Step One below) will be sent to the CRC Specialist.

If after any step there is improvement, then we will not move on to the next step. Improvement is defined as meeting the work queue expectations, providing a plan to meet the expectations, or taking tangible steps to meet the expectations. A county may remain on a step if there is

improvement but will not be taken off an internal monitoring list until the issue is completely resolved. If there is no improvement, then the county will move to the next step.

1. **Step One:** CRC Contract Analyst will email the CRC Specialist and ask why they are having an issue in the queue(s). The email will provide CalVCB's inventory performance expectations moving forward to ensure the queue stays current and the backlog decreases. Additionally, the CRC team will schedule a phone call with the CRC Specialist to discuss the inventory performance expectations, offer training, and discuss their plan for moving forward. The CRC Specialist/county will be given three months to show improvement. Within one week of the call, the CRC will provide their plan for improvement in writing.

2. **Step Two:** CRC Contract Analyst will email the CRC Specialist and their Supervisor to reiterate our inventory expectations, provide updated inventory counts, discuss steps taken to resolve the issue, and discuss a new inventory plan. Additionally, the CRC Contract Analyst will schedule a conference call with the CRC Specialist, their supervisor, and the CRC team to discuss how we can work together to improve the work queue(s). The CRC Specialist/county will be given sixty days to show improvement.

3. **Step Three:** CRC Contract Analyst will email a Corrective Action Plan (CAP) to the CRC Specialist and their Supervisor for review. The CRC Specialist and their Supervisor will sign the plan and commit to meeting the inventory performance expectations set forth. The CRC Specialist/county will be given sixty days as outlined in the CRC Contract, Exhibit D (2)(c), to show improvement.

4. **Step Four:** If the CRC Specialist and the county do not meet the performance expectations as stated in the CAP and do not show improvement, the contract analyst will provide a proposal to Executive Management to decrease or cancel the contract within sixty days of the expiration of the CAP.

Yearly Performance Statistics

Yearly performance statistics will be provided by the CRC Contract Analysts on or before August 1st of each fiscal year. The statistics will be sent by email to the CRC Specialist and their supervisor. They will be comprised of AN, CD, and PD statistics and the yearly amount imposed.

At a minimum, we expect each county's restitution order impositions on behalf of the Board to match the annual contract amount. The Board reserves the right to reduce the amount of the contract if the dollar amount of restitution orders imposed by the county on behalf of the Board in a given fiscal year is less than the amount paid to the county in that same fiscal year.

Performance Issues with Impositions

At the conclusion of the fiscal year, if a county is not meeting its imposition targets, the CalVCB will send an email (See Step One below) to the CRC Specialist.

If after any step there is improvement, we will not move on to the next step. Improvement is defined as meeting the imposition expectations, providing a plan to meet them, or taking tangible steps to meet them. A county may remain on a step if there is improvement but will not be taken off an internal monitoring list until the issue is completely resolved. If there is no improvement, the county will move to the next step.

1. **Step One:** The CRC Contract Analyst will email the CRC Specialist and ask why they are having an issue with impositions. CalVCB will reiterate the contract expectations, offer assistance, and discuss the county's plan for improvement. The Specialist and county will be given three months to show improvement.

2. **Step Two:** The CRC Analyst will email the CRC Specialist and their Supervisor to reiterate CalVCB's expectations, discuss steps taken to resolve the issue, and discuss a new plan for improvement. The Specialist and county will be given sixty days to demonstrate improvement.

3. **Step Three:** The CRC Analyst will email a Corrective Action Plan (CAP) to the CRC Specialist and their Supervisor. The Specialist and Supervisor will sign the plan and commit to meeting the performance expectations in the CAP. The Specialist will be given sixty days to show improvement.

4. **Step Four:** If the CRC Specialist and county do not meet the performance expectations outlined in the CAP and do not show improvement, the CRC Analyst will provide a proposal to Executive Management to decrease or cancel the contract within sixty days of the termination of the CAP.

Attachment 2

CALIFORNIA VICTIM COMPENSATION BOARD
CRC Specialist Monthly Activity Timesheet

Month and Year: **CRC Specialist:** **County:**

Day	Securing Orders	Modifying Orders	Court Appearances	Rest. Training/Outreach	CDTS / Data entry	Other	Training	Meetings	Other	Total	Vacation, Other *	Sick Leave	Holiday	Total Hours
1										0.00				0.00
2										0.00				0.00
3										0.00				0.00
4										0.00				0.00
5										0.00				0.00
6										0.00				0.00
7										0.00				0.00
8										0.00				0.00
9										0.00				0.00
10										0.00				0.00
11										0.00				0.00
12										0.00				0.00
13										0.00				0.00
14										0.00				0.00
15										0.00				0.00
16										0.00				0.00
17										0.00				0.00
18										0.00				0.00
19										0.00				0.00
20										0.00				0.00
21										0.00				0.00
22										0.00				0.00
23										0.00				0.00
24										0.00				0.00
25										0.00				0.00
26										0.00				0.00
27										0.00				0.00
28										0.00				0.00
29										0.00				0.00
30										0.00				0.00
31										0.00				0.00
Total														

NOTES:

* If other, please explain

Monthly Activity and Invoice Fact Sheet

CalVCB work and activities are described in the contract, Scope of Work (Exhibit A). The Specialist may complete county work during the remaining time for which the county is not working on CalVCB activities. The category "Other" should not be used for direct victim work or non CalVCB work. Categories listed on our Monthly Activity Timesheet are listed and defined as follows:

Duties

1. Securing Orders- Submitting the Board's payment information to the prosecuting attorney, to the court, and probation department to include in Pre-Sentence Investigation report. Creating CR-110s or CR-111s to be filed with the court.
2. Modifying Orders- Assist CalVCB's COR, DA staff, probation & CDCR staff in the modification of restitution orders. Creating CR-110s or CR-111s to be filed with the court.
3. Court Appearances- Attending court to serve as a resource on restitution issues, statutes, and case law.
4. Restitution Training/Outreach- Serve as a county resource on restitution issues, statutes, and case law. Contact with county collection entities regarding collection of orders and fines.
5. CDTS/Data Entry- Reviewing ANs to locate a criminal court case. Creating a CD case to link the application to the criminal case. Entering the final disposition status on criminal cases associated with applications filed with the CalVCB. Uploading CR-110/CR-111/Minute Orders and other restitution documentation into CDTS.
6. Other- Notifying CalVCB of a civil suit filed by an applicant. Responding to CalVCB on probate-related matters. Please use note section to detail activities being listed under this field.

Administration

1. Training- Communicating with county collection entities to discuss ways to ensure and increase the collections of orders and fines.
2. Meetings- Attending CalVCB/restitution related meetings.
3. Other- Use this section to document overtime worked. The Specialist may work overtime but it must be noted in "Other" with an explanation as to why the overtime was necessary. Please use notes section to detail activities being listed under this field.

Leave

1. Vacation, Other- Only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in the contract.
2. Sick Leave- Only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in the contract.
3. Holiday- Only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in the contract.

Confidentiality Statement

VCB-22-20012 (Rev. 03/2023)

Purpose of Confidentiality Statement

It is the policy of the California Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by CalVCB.

I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB's Information Security Policy, Memo Number 17-008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

CalVCB Employees and Contractors

Initial each section.

I, _____ agree to protect confidential information in the following ways:

- Access, inspect, use, disclose, or modify information only to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information or confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to CalVCB without prior authorization from the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB data and information when not using it.
- Never remove confidential information from my work site without prior authorization from the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer or Legal Counsel.
- Never disclose personal information regarding anyone other than the requestor unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer or Legal Counsel. "Personal Information" means any information that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, or medical or employment history.
- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB application, unless it is under the following circumstances:

    1. The request for information is from an applicant or the applicant's authorized representative regarding his or her own application,
    2. The disclosure is for the purpose of verifying claims and the applicant has provided a signed authorization to release information, or
    3. Are authorized to disclose the information by the Executive Officer, Deputy Executive Officer, or Legal Counsel.

Confidentiality Statement

VCB-22-20012 (Rev. 03/2023)

- Never release a copy of a law enforcement report to any individual, including a CalVCB applicant. Law enforcement reports include, but are not limited to, reports by police, California Highway Patrol, sheriff departments, Department of Justice (DOJ), Federal Bureau of Investigation, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOJ to any individual outside of CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Custodian of Records at CalVCB Headquarters in Sacramento immediately of any request made under the Public Records Act (Gov. Code, § 7920.000, et seq.) or the Information Practices Act (Civ. Code, § 1798, et seq.). No record shall be disclosed pursuant to any such request unless authorized by CalVCB's Legal Division. Contact (916) 491-3651 or CPRA@victims.ca.gov with any requests.
- Inform a server of a subpoena that the subpoena requesting records from CalVCB must be personally served on CalVCB at the California Victim Compensation Board at 400 R Street, Suite 500, Sacramento, CA, 95811. Contact the CalVCB Legal Office at (916) 491-3651 or custodianofrecords@victims.ca.gov regarding any subpoena received by CalVCB.
- Immediately report any suspected incidents, virus attacks, security violations, or privacy breaches to the CalVCB Information Security Officer (ISO) and your supervisor.

I, _____ acknowledge that as a state employee or individual performing work pursuant to a contract with CalVCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the CalVCB's Information Security Policy, Memo Number 17-008. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, _____ acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Code sections 13954, 7923.755, and 19990, subdivision (c), Civil Code section 1798, et seq., and Penal Code section 502. I further acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential information, including my own, or any attempt to engage in such acts can result in:

- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, _____ expressly consent to the monitoring of my access to computer-based confidential information by CalVCB or an individual designated by CalVCB.

Confidentiality Statement

VCB-22-20012 (Rev. 03/2023)

Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and CalVCB's Information Security Policy, Memo Number 17-008.

I also understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB ends.

If I am a State employee, this signed Certification will be retained in my Official Personnel File in Human Resources.

If I am a contractor, I understand that it is my responsibility to share these contract provisions with any staff under my supervision and ensure that they comply with its provisions. This signed Certification will be retained by the Contract Manager and Business Services Unit as part of the contract file.

Signature

Date

Name (Print)

Contract Number (If applicable)

Acceptable Use of Technology Resources

Memo Number: 17-005
Date Issued: 1/11/17
Supersedes: 15-003
Effective Date: Immediately
Expires: Indefinite
Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) *Acceptable Use of Technology Resources Policy* does the following:

- Defines the rules for the use of the CalVCB network, wireless network, computer systems, Internet, and other technology resources such as email, desktop workstations, mobile devices, and telephones.
- States clearly that state technology resources are to be used for state business purposes; and,
- Establishes that the Information Technology Division (ITD) routinely monitors CalVCB technology resources to identify improper use.

Policy

It is the policy of the CalVCB that:

- Use of technology resources must comply with the laws and policies of the United States Government and the State of California.
- Each user's assigned job duties and responsibilities are appropriate and regulated.
- Restrictions to CalVCB ITD assets are based on a staff person's business need (need-to-know).
- CalVCB's ITD staff may monitor the network continuously and/or periodically to ensure compliance.

Applicability

This Policy applies to:

- All employees, temporary staff, contractors, consultants, and anyone performing work on behalf of the CalVCB.

Note: If any provisions of this Policy are in conflict with a Memoranda of Understanding (MOU), the applicable sections of the MOU will be controlling.

Management Responsibilities

- Authorize staff to use the network-based resources for appropriate business need.
- Ensure that staff has reviewed all appropriate policies, and signed the Acceptable Use of Technology Resources Policy Acknowledgement form.
- Report any violations to the CalVCB Information Security Officer (ISO).

User Responsibilities

- Act in the best interest of the CalVCB by adhering to this Policy.
- Use discretion when using CalVCB information technology assets.
- Access only the CalVCB resources that they are authorized to use.
- Use the system only for its designed purposes.
- Keep all passwords confidential.
- Refrain from illegal activities, including unethical or obscene online behavior.
- Access only acceptable material on the Internet.
- Report any violations to a supervisor/manager and ISO.

Requests for Exception

Requests for exceptions must be submitted to the CalVCB Help Desk via email at Helpdesk@victims.ca.gov or call x3800 during business hours from 8:00 AM to 5:00 PM.

Acceptable Activities

The following are examples of acceptable activities:

- Access only those systems and information assets required to perform current CalVCB duties.

- Using a CalVCB state-issued IT asset to connect to CalVCB services to conduct CalVCB business activities.
- Accessing folders, files, and images stored on the CalVCB network for business purposes that are consistent with the staff person's job duties and network privileges.
- Using approved training material related to a user's duties for business-related knowledge or professional growth.
- Use the Internet to view sites, such as governmental and professional societies.
- Incidental use of Internet during breaks and lunch. (Incidental use must be minimal and must comply with all applicable CalVCB policies, practices, and guidelines).

Restriction on the Use of State IT Resources

The following are examples of unacceptable activities:

- Per Government Code section 8314, the following restrictions apply: incidental personal use that may create legal action, embarrassment, or interferes with the employee's normal work.
- Use of CalVCB IT resources for personal business, or personal gain.
- Intentionally attempting to access information resources without authorization.
- Accessing another employee's IT resource without permission.
- Using another employee's log-on identification credentials.
- Use for any illegal, discriminatory, or defamatory purpose, including the transmission of threatening, obscene, or harassing messages.
- Interfering with another employee's ability to perform their job duties or responsibilities.
- Browsing inappropriate websites such as those that contain nudity or sexual content, malicious content, or gambling.
- Installing or connecting unauthorized software or hardware on a CalVCB-owned and/or managed information resource.
- Storing personal nonbusiness-related data, such as pictures and multi-media files, on any CalVCB IT resource.
- Transmitting confidential information to external recipients without using encryption approved by the CalVCB ISO, and being necessary to execute the employee's specified job duties and responsibilities.

Incident Reporting

Any incident must be reported immediately to a supervisor/manager and the ISO.

Violations

Employees who violate this Policy may be subject to revocation of their access to the network, and disciplinary action up to, and including, dismissal.

The CalVCB will investigate all alleged violations and take appropriate action.

Compliance

All employees must read the CalVCB *Acceptable Use of Technology Resources Policy, and* sign an acknowledgement form upon appointment, and annually thereafter.

Authority

- Government Code sections 19572 and 19990.
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code Section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

Other Applicable CalVCB Policies

All employees, temporary staff, contractors, vendors, and consultants who access the CalVCB network for business purposes must comply with all State and CalVCB policies and procedures, including, but not limited to:

- Information Security Policy
- Password Policy
- Mobile Device Policy
- Telework Policy
- Privacy Policy
- Mobile Device Policy
- Wireless Access Policy

Contact

For any questions about this Policy, please contact your immediate supervisor/manager or the CalVCB ISO.

Information Systems Security and Confidentiality Acknowledgement

I have read and understand the *CalVCB Information Systems Security and Confidentiality* requirements listed below. If an issue arises regarding these requirements during my daily work, I understand that I should refer to the *Acceptable Use of CalVCB Technology Resources Policy*, *Information Security Policy*, or contact my manager/supervisor to seek further clarification. I understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination.

I understand that I must:

- Read and understand the CalVCB Information Security Policy.
- Use CalVCB information assets and computer resources only for CalVCB business-related purposes.
- Ensure that my personal use of the internet is minimal and incidental use shall not violate other terms of established policy, be used in an unethical manner, or incur additional costs to the State.
- Access CalVCB systems and networks using only my assigned confidential user identifiers and passwords.
- Notify the CalVCB Information Security Officer immediately of any actual or attempted security violations including unauthorized access, theft, and destruction; misuse of systems equipment, software, or data.
- Take precautions to prevent virus contamination of CalVCB data files, and report any suspected virus or other destructive programs immediately to the Information Technology Section Help Desk.
- Exercise care in protecting confidential data including the use of encryption technology whenever it is required and/or provided by the CalVCB.
- Not attempt to monitor or tamper with another user's electronic communications or read, copy, change, or delete another user's files or software without the explicit agreement of the owner or per management direction.
- Change passwords at the prescribed expiration intervals.
- Not perform any act that interferes with the normal operation of computers, terminals, peripherals, or networks at CalVCB.
- Comply with all applicable copyright laws.
- Not disable the virus protection software installed on the CalVCB network and personal computers.

- Not attempt to circumvent data protection schemes and report to the Information Security Officer immediately any newly identified security vulnerabilities or loopholes.
- Follow certified destruction procedures for information disposal to prevent the unauthorized disclosure of data.
- Use only CalVCB approved hardware and software and never download from the internet or upload from home.
- Not use CalVCB electronic systems to send, receive, or store material that violates existing laws or is of a discriminating, harassing, derogatory, defamatory, threatening, or obscene nature.
- Not illegally use or copy CalVCB software.
- Use care to secure physical information system equipment from unauthorized access, theft, or misuse.
- Access only system areas, functions, or files that I am authorized to use.
- Not share individual account passwords.

I understand that CalVCB reserves the right to review electronic files, electronic messages, internet data and usage at its facility, and those files and messages stored on CalVCB systems may be disclosed under the California Public Records Act, discovered in legal proceedings, and used in disciplinary actions.

User Name (Print)	Division or Unit	
User Signature	Date	Phone Number
Manager/Supervisor Signature	Date	Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

STATE OF CALIFORNIA

Acknowledgement of Policies

VCB-22-10013 (Rev. 02/2024)

By checking each box below, I hereby acknowledge I have read, understand, and agree to adhere to the listed policies.

ATTACHMENTS	
☐ Confidentiality Statement (Attachment 4)	☐ Information Security Policy (Attachment 8)
☐ Acceptable Use of Technology Resources (Attachment 5)	☐ Privacy Policy (Attachment 9)
☐ Information Systems Security and Confidentiality Acknowledgment (Attachment 6)	☐ Password Policy (Attachment 10)

INCOMPATIBLE WORK ACTIVITIES

☐ I have read, understand, and agree to abide by the provisions of Exhibit A, Section 16, Incompatible Work Activities. I understand that I shall not engage in any work activity that is clearly inconsistent, incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to abide by the provisions, I shall no longer be assigned to perform the services required by the contract.

_____	_____
County Employee Name	County Employee Title
_____	_____
County Employee Signature	Date
_____	_____
Manager/Supervisor Name	Manager/Supervisor Title
_____	_____
Manager/Supervisor Signature	Date
_____	_____
County Name	Contract Number

Attachment 8

Information Security Policy

Memo Number: 17-008
Date Issued: 1/1/17
Supersedes: 15-001
Effective Date: Immediately
Expires: Indefinite
Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) Information Security Policy defines the rules for information security that apply to our business activities. This Policy also provides a foundation for additional practices and standards that will more specifically communicate CalVCB rules related to information security.

Information Security Program

The CalVCB has established an Information Security Program to protect the confidentiality, availability, integrity, and privacy of CalVCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the CalVCB strategic goals and securely achieves its objectives and priorities.

Responsibility

The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the CalVCB ITD Chief Information Officer.

The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all CalVCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.

The ISO chairs the Information Security Advisory Committee that includes members representing all CalVCB divisions. The Information Security Advisory Committee is responsible

for reviewing, advising, and recommending approval of information security practices and standards.

The Information Technology Division is responsible for the implementation and administration of CalVCB information security policies, practices, and guidelines for all CalVCB information systems and networks.

All CalVCB employees, consultants, and contractors are responsible for protecting CalVCB information assets and complying with CalVCB information security policies, practices, and guidelines. All CalVCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the ISO.

Compliance

All CalVCB employees, consultants, and contractors must comply with CalVCB information security policies, practices, and guidelines.

Failure to comply with CalVCB information security policies, practices, and guidelines by State employees may result in disciplinary action up to, and including, termination of State employment.

Failure to comply with CalVCB information security policies, practices, and guidelines by consultants or contractors may result in punitive action up to, and including, termination of their contract.

In some cases, the failure to comply with CalVCB information security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of CalVCB divisions and offices with CalVCB information security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices. The CalVCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.

Risk Management

The CalVCB will identify and mitigate risks to the confidentiality, availability, and integrity of CalVCB information assets. Information security risks must be reported to the owner of the information or the information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.

The ISO operates the Information Security Risk Management program. Under this program, the ISO participates in the development of new information systems and periodically assesses existing information systems to identify and mitigate information security risks. The ISO works with the appropriate CalVCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.

Life Cycle Planning

The CalVCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.

Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.

Awareness and Training

The CalVCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all CalVCB employees, consultants, and contractors.

Physical Security

The CalVCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive CalVCB business areas.

Contingency and Disaster Preparedness

The CalVCB Business Services Section ensures that the CalVCB has sufficient plans, resources, and staff to keep critical CalVCB business functions operating in the event of disruptions.

Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.

Incident Handling

The CalVCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.

All CalVCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The CalVCB investigates information security violations and incidents and refers them to state and federal authorities when appropriate.

Identification and Authentication

All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.

The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.

Access Control

Access to all CalVCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current CalVCB duties.

The CalVCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their CalVCB duties.

Audit Trail

All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.

Audit trail records must be provided whenever access to a CalVCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.

Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a CalVCB information system.

Data Ownership

All information assets have a Data Owner who is assigned by CalVCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.

Information Classification

All CalVCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to CalVCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of CalVCB operations.

Information System Security Practices

All CalVCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All CalVCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the ISO has approved a specific exception.

Authority

- Government Code sections 19572 and 19990
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

Contact

For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at InfoSecurityandPrivacy@victims.ca.gov.

Distribution List

All CalVCB staff

Attachment 9

Privacy Policy

Memo Number: 17-010
Date Issued: 1/1/17
Supersedes: 16-007
Effective Date: Immediately
Expires: Indefinite
Issued By: Information Technology Division

Purpose

The purpose of this Policy is to protect employees and the California Victim Compensation Board (CalVCB) from actions that would:

- Damage the reputation of the CalVCB.
- Endanger employees, contractors, or citizens that rely on CalVCB.
- Present a legal risk to CalVCB.

Policy

It is the Policy of CalVCB that:

- All personal, and personally identifiable information (PII) collected by CalVCB is necessary for the organization to perform its function.
- CalVCB will not retain PII for any longer than necessary to comply with the law, policy, regulations, and/or to perform its function.
- Staff will be trained on appropriate methods, classification of, and purposes for collecting PII.
- PII will be disposed of by confidential destruct.
- Users who violate the Policy will be subject to disciplinary action up to, and including, dismissal. Further, CalVCB will report suspected breaches of privacy to law enforcement, and the CA Information Security Office.
- Staff has the right to access their information that is gathered, stored, or used by CalVCB. Staff may request and view their information according to the Information Practices Act and State Policy.

Definition

- Privacy is defined as the freedom from secret surveillance, or unauthorized disclosure of one's personal data or information, as by a government, corporation, or individual.
- Privacy is the right of people to be free from unwarranted viewing, recording, photographing, and invasion into one's personal life. Ordinary citizens have a qualified right to privacy.

Applicability

- This Policy applies to all employees, temporary staff, contractors, consultants, and anyone performing work on behalf of CalVCB.
- If any provisions of this Policy are in conflict with a Memorandum of Understanding (MOU) with a State employee union, the applicable sections of the MOU will be controlling.

Management Responsibility

- Establish a Privacy Officer who will be responsible for maintaining the privacy program at CalVCB.
- Authorize staff to collect appropriate forms of personal and personally identifiable information.
- Ensure that staff has appropriate training.
- Ensure that staff has reviewed all appropriate policies.
- Ensure that staff has signed the Privacy Policy Acknowledgement Form upon appointment and annually thereafter.
- Report abuse or suspected privacy violations immediately to the Information Security & Privacy Officer.

Staff Responsibility

- Read the Privacy Policy and sign the acknowledgment form upon appointment and annually thereafter.
- Follow all privacy procedures and processes.
- Immediately report any privacy violation to their supervisor and/or Information Security & Privacy Officer.
- Secure all PII so no unauthorized person can obtain access.

- Properly dispose of PII.

Privacy Officer Responsibility

- To manage the privacy program.
- To ensure that privacy training is taken by all staff annually.
- To respond to privacy breaches in a timely manner and report to appropriate authorities.
- To maintain a robust privacy program that protects the privacy of staff and participants.
- The Information Security Officer will have the dual role as the CalVCB Privacy Officer.

Acceptable Use

Official CalVCB business needs only.

Monitoring

Managers will monitor staff to ensure that no PII is left exposed.

Incident Reporting

All incidents must be reported immediately to a manager/supervisor and the Information Security & Privacy Officer.

Violations

All employees who violate this Policy may be subject to disciplinary action up to, and including, dismissal.

Compliance

- All employees must read and sign a Privacy Policy Acknowledgement Form before being allowed to handle PII.
- The form will be retained in the staff's Official Personnel File.

Authority

- Government Code sections 11019.9, 13952 to 13954

- Information Practices Act of 1977 (Civil Code section 1798 et seq.)
- SAM 5310
- SIMM 5310

Other Applicable CalVCB Policies

- Acceptable Use of CalVCB Technology Resources Policy
- Information Security Policy
- Telework Policy
- Mobile Device Policy

Contact

For any questions about this Policy, please contact your immediate manager/supervisor or Information Security & Privacy Officer at InfoSecurityandPrivacy@victims.ca.gov

Distribution

All CalVCB staff

Password Policy

Policy Number: 2025-019
Date Issued: November 12, 2025
Supersedes: 2022-001
Effective Date: November 12, 2025
Expires: Until Superseded

1.0 PASSWORD POLICY

1.1 Introduction and Overview

The California Victim Compensation Board (CalVCB), hereinafter referred to as the Department, has developed the standards and established requirements for this policy.

Information assets owned and operated by the Department are intended to be accessed by authorized users and used for Department business purposes and other incidental uses as permitted under the Acceptable Use of Technology Resources Policy. The Department shall uniquely identify users and verify each user's identity before allowing access to Department information assets.

1.2 Objective

Providing a password is one of the common ways to verify each user's identity. The objective of this policy is to provide information regarding the processes involving password protection required to access information assets, in accordance with state guidelines and requirements.

2.0 SCOPE & APPLICABILITY

The scope of this policy extends to all state information assets owned or operated by the Department, including information assets owned and used, managed, or operated by third parties on behalf of the Department.

This policy applies to the Department Executive Officer or designee, Information Security Officer or designee, Owner of Information Assets and Program Management, and all other users of Department information systems that support the operation and mission of the Department.

3.0 POLICY DIRECTIVES

Department shall:

3.1 Ensure passwords meet the minimum length requirements specified by the Department standards, based on the role for the user-id.
3.2 Ensure passwords meet the required character types specified by the Department standards, based upon the role for the user-id.
3.3 Ensure passwords in use are reviewed annually to ensure they meet Department standards.

4.0 ROLES AND RESPONSIBILITY

Department Executive Officer (EO) or designee

4.1 Owns this policy and is responsible for ensuring that all users of Department information assets are aware of this policy and acknowledge their individual responsibilities.
4.2 Is responsible for ensuring that this policy shall be reviewed annually and updated accordingly.
4.3 Is responsible for the periodic auditing and assessment of compliance with this policy no less than every 2 years.

Department Information Security Office (ISO)

4.4 Shall ensure this policy is reviewed annually by the Information Security and Privacy Executive Governance Committee (ISP-EGC).
4.5 Shall monitor compliance with this policy and brief the ISP-EGC.
4.6 Shall review this policy annually and direct any updates.

Department Owner of Information Assets and Program Management

4.7 Shall participate in ensuring this policy's implementation is reviewed annually.
4.8 Shall maintain identity verification infrastructure and support processes and procedures.
4.9 Shall ensure compliance with this policy for Information Assets under their purview.
4.10 Shall ensure employees are aware of and acknowledge this policy.
4.11 Shall report any suspected violation of this policy to the ISO immediately.

Department Information Asset Custodians

4.12 Shall implement technologies to enable compliance with this policy.
4.13 Shall maintain the identity and verification records.
4.14 Shall disable access to the accounts of users that have separated from the Department.
4.15 Shall report any suspected violation of this policy to the ISO immediately.

Department Users

4.16 Shall review and acknowledge this policy annually.
4.17 Shall follow this policy and associated standards.
4.18 Shall report any suspected violation of this policy to the ISO immediately.

5.0 ENFORCEMENT

The consequences of Department negligence and/or non-compliance with state laws and policies may include loss of delegated authorities, negative audit findings, monetary penalties, and legal actions. Accordingly, Department Users found in non-compliance with this policy may be subject to temporary or permanent removal of email or network account access. Failure to complete required training within the required timelines provided may result in the suspension of account privileges.

6.0 AUDITING

The Department has the right to audit any activities related to the use of State information assets.

7.0 REPORTING

Violations of this policy shall be reported to the Department's ISO.

8.0 SECURITY VARIANCE PROCESS

If compliance is not feasible or is technically impossible, or if deviation from this policy is necessary to support a business function, the respective manager shall formally request a security variation as defined in the Department's Security Variance policy.

9.0 AUTHORITY

California Government Code Section 11549.3.

10.0 NIST SP 800-53 REFERENCE

FIPS & NIST Reference	Article
NIST 800-53 Section 3.7	Security and Privacy Controls for Information Systems and Organizations Revision 5

11.0 SIMM & SAM REFERENCES

SIMM Reference	Article
5300-A	State-Defined parameters for NIST SP 800-53
SAM References	**NIST CSF Function and Category**

5300.5	Minimum Security Controls	Protect	Protective Technology (PR.PT)
5305.2	Policy, Procedures and Standards Management		Data Security (PR.DS)
5360	Identity and Access Management		

12.0 RELATED POLICIES, PROCEDURES & STANDARDS

Reference	Article
	Acceptable Use Policy
	Password Standards

13.0 DEFINITION OF KEY TERMS

The Department uses the information security and privacy definitions issued by the California Department of Technology Office of Information Security in implementing information security and privacy policy. Terms and definitions are defined here and are also on the California Department of Technology website at https://cdt.ca.gov/security/technical-definitions/.

Information Asset	(1) All categories of paper and automated information, including (but not limited to) records, files, and data bases; and (2) information technology facilities, equipment (including personal computer systems), and software owned or leased by state agencies.
Information Asset Custodians	Personnel or organizational unit (such as a data center or information processing facility) responsible as caretaker for the proper use and protection of information assets on behalf of the Owner of Information Assets.
Owner of Information Assets	An organizational unit having responsibility for making classification, categorization, and control decisions regarding information assets.
Department User	A person who is specifically authorized to access and use information or another information asset, such operating a computer.

14.0 POLICY ADMINISTRATOR

For questions, or more information about this policy, please contact the CalVCB Information Security Office at InfoSecurityOffice@victims.ca.gov.

Policy Review and Approval Information
Name of Executive Officer: Lynda Gledhill
Executive Officer's Signature:
Date reviewed and approved (MM/DD/YYYY):

End of Policy

Attachment 11

THE BOARD RESOLUTION WILL BE AVAILABLE AFTER THE COUNTY RETURNS THE SIGNED CONTRACT.